

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

IN RE:

MERCY HOSPITAL, IOWA CITY, IOWA,
et al.,

Debtors.

Chapter 11

Case No. 23-00623 (TJC)

(Jointly Administered)

**MOTION OF ALTERA DIGITAL HEALTH INC. TO
SEAL EXHIBITS TO MOTION TO
COMPEL ASSUMPTION OR REJECTION OF EXECUTORY CONTRACT**

Altera Digital Health Inc. (“Altera”), by and through its undersigned counsel, hereby files this motion to seal Exhibits A, B, and C annexed to Altera’s *Motion to Compel Assumption or Rejection of Executory Contract* (the “Assumption/Rejection Motion”), filed contemporaneously herewith, pursuant to 11 U.S.C. § 107(b)(1) and Fed. R. Bankr. P. 9018. In support of the Assumption/Rejection Motion, Altera respectfully states as follows:

1. Altera is a party to that certain *Master Client Agreement* executed by and among the Debtors and Altera’s predecessor-in-interest (the “Agreement”). The Agreement is attached as Exhibit A to the Assumption/Rejection Motion.

2. On March 9, 2021, the Debtors and Altera’s predecessor-in-interest executed that certain *Initial Client Order* (the “Client Order”). The Client Order is attached as Exhibit B to the Assumption/Rejection Motion.

3. On August 1, 2023, the Debtors and Altera executed that certain amendment to the Agreement and Client Order (the “Amendment”). The Amendment is attached as Exhibit C to the Assumption/Rejection Motion.

4. 11 U.S.C. § 107(b)(1) provides that the Court may “protect an entity with respect to . . . confidential research, development, or commercial information.” Fed. R. Bankr. P. 9018

provides that the Court may, without notice, enter any order to “protect . . . any entity in respect of . . . confidential research, development, or commercial formation.”

5. The Agreement prohibits the disclosure of the terms and conditions of the Agreement as well as the Client Order. In addition, the Agreement, Client Order, and Amendment contain proprietary and sensitive business and financial terms of Altera that are not known to the market. Altera would be competitively disadvantaged by the disclosure and dissemination of the Agreement, Client Order, and Amendment.

6. In order to protect the confidential business information, Altera requests the Court allow Altera to file the Agreement, Client Order, and Amendment, attached as Exhibits A, B, and C to the Assumption/Rejection Motion, under seal. This Court has granted other requests to seal documents under similar circumstances in this case. *See* Dkt. Nos. 376, 377, and 378.

WHEREFORE, for the reasons set forth herein, Altera respectfully requests the Court enter an order sealing Altera’s Exhibits A, B, and C to the Rejection/Assumption Motion unless and until ordered otherwise by the Court.

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Dated: December 20, 2023

PAPPAJOHN, SHRIVER, EIDE &
NIELSEN P.C.

/s/ Larry S. Eide
Larry S. Eide (AT0002317)
103 E. State Street, Suite 800
Mason City, IA 50401
Tel: (641) 423-4264
Fax: (641) 423-3145
eide@pappajohnlaw.com

-and-

LOEB & LOEB LLP
Schuyler G. Carroll (admitted *pro hac vice*)
345 Park Avenue
New York, NY 10154
Tel: (212) 407-4000
Fax: (212) 202-5431
scarroll@loeb.com

237990750

Counsel to Altera Digital Health Inc.